



COUNTY OF SALEM

REQUEST FOR PROPOSAL FOR

DRUG AND ALCOHOL TESTING

Position and Term:

The County of Salem requests proposals from Professionals interested in a Comprehensive Drug and Alcohol Turnkey Compliance Management Program Service for the term of one year with annual renewal options.

Description of Services:

The County of Salem is in need of a Comprehensive Drug and Alcohol Turnkey Compliance Management Program Service including all the essential components to administer a Drug Free Workplace Program in accordance with Department of Transportation (DOT) Code of Federal Regulation Title 49 CFR Part 40 Procedures for Transportation Workplace Drug Testing Programs, Title 49 CFR Part 655 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (FTA) and Title 49 CFR Part 382 Controlled Substances and Alcohol Use and Testing-Federal Motor Carrier Safety Administration (FMCSA).

This program will be exclusively designed to County of Salem, New Jersey and DOT compliance specifications. The program will be implemented and utilized by the successful company on behalf of the Board of Chosen Freeholders County of Salem, New Jersey with no participation required by the County of Salem's Designated Employer Representative (DER). The awarded company will contact the DER simply in the event of a non-negative drug/ and or alcohol test. The awarded company will assume all program responsibility, work directly with County of Salem assigned Department Heads and monitor their execution and compliance of the program.

Upon agreement of the terms of the contract between the Board of Chosen Freeholders County of Salem, New Jersey and the company the operation of the program will commence immediately and include the following:

Departments Serviced:

Federal Transit Administration (FTA): Bus Transportation
Federal Transit Administration (FTA): Department on Aging
Federal Motor Carrier Safety Administration (FMCSA): Public Works
Federal Motor Carrier Safety Administration (FMCSA): Mosquito Extermination Commission

Drug and Alcohol Files

- Set-up file for all New Hires
- Evaluate all DOT Drug and Alcohol files
- Purge all Drug and Alcohol files for out dated documentation
- Request from previous Service Agents missing documentation
- Assure each file is DOT compliant
- Store and maintain current all Drug and Alcohol files at the awarded Company in a secure location
- Assure statistical report accuracy drug/alcohol testing documentation into the awarded Company database.

Drug and Alcohol Policy

- Develop and maintain a current Drug Free Workplace Policy for each listed department, in accordance with requirements of each DOT Modality 49CFR Part 40 and 655 and 49 CFR Part 40 and 382.
- Design a receipt document detailing each employee has received a copy of the policy

Pre-employment

- Develop and implement a New Hire protocol
- Develop and implement a New Hire Document Packet to include:
 - Authorization request for previous employer to release drug and alcohol record for previous two years
 - Employee receipt of drug and alcohol aware training
 - Employee receipt of Drug Free Workplace Policy
 - Donor collection-site passport
 - Collection-site name and directions
 - Drug testing chain of custody form
- Complete previous employer request for drug and alcohol history for each employer within a two year period to include:
 - Receipt certified mailed to each employer individual worked for within two year period.
 - Follow-up with a phone call within 2 weeks if no response from previous employer to initial certified mailing
 - Fax request
- Estimation of 50 pre-employment drug screening for DOT/Non-DOT Employees
- Approximately 50 Pre-Employment Drug Tests (estimated, additional tests will be billed to Salem County)

Random Drug/and or Alcohol Testing

- Develop and implement protocol for removing an employee tested positive from safety sensitive position
- Establish a protocol for Supervisor's name selected for random testing
- Design Random Notification Letter for employee to report for a drug/and or alcohol test
- Maintain original list of participants eligible for drug testing
- Maintain original list of participants selected for random drug/and or alcohol testing
- Monitor and assure random testing is spread reasonably throughout the year
- Monitor and assure random testing occurs on any day of the week, including when applicable evenings, weekends and holidays.

- Document reason why employee selected has not been tested.
- Monitor and assure 50% drug and 10% alcohol testing annually.
 - 35 Drug Tests (estimated, additional tests will be billed to Salem County)
 - 6 Alcohol Tests (estimated, additional tests will be billed to Salem County)

Post Accident Testing

- Develop and implement threshold protocol
- Design Post Accident Decision Tree
- Assure Post-accident drug and alcohol testing is completed in accordance with §655.44 and §382.303

Return to Duty/Follow-up Program

- Develop and implement protocol
- Follow-up program administration
- Oversee employee follow-up program compliance

Reasonable Suspicion Probable Cause Testing

- Develop and implement determination protocol
- Develop Supervisor observed behavior evaluation worksheet.

Supervisor Drug and Alcohol Training

- Provide training
- Design receipt of training

CDL Drug and Alcohol Training

- Provide training
- Design receipt of training document

Statistical Reports and Record Retention

- Bi-annual and Annual Drug and Alcohol statistical reports for “Service Agents” to included:
 - Testing laboratory
 - Medical Review Officer (MRO)
 - Third Party Administrator (TPA)
- Prepare annual FTA/FMCSA Drug/Alcohol Testing MIS Data Collection forms and send to requesting modality

DOT Audit Administration and Maintenance

- Respond to and prepare documentation for all audit packet request
- Develop and maintain current for each listed department a DOT Audit Manual containing all mandatory documentation as listed:

Service Agent Contracts to include:

- Testing Laboratory
- Collection-site
- Medical Review Officer (MRO)
- Third Party Administrator (TPA)
- Substance Abuse Professional (SAP)

Certifications to include:

- Testing Laboratory
- Medical Review Officer (MRO)
- Collection Technicians
- Breath Alcohol Technician (BAT)
- Substance Abuse Professional (SAP)

Statistical Reports to include:

- Testing Laboratory
- Medical Review Officer (MRO)
- Third Party Administrator (TPA)
- Annual FTA/FMCSA Drug/Alcohol Testing MIS Data Collection

Random Testing

- Selection methodology documentation
- Eligible participant pool list
- Random selection
- Random Notification Letter

Audits

- Preparation for audit
- Attend audit
- Facilitate audit
- Provide all documentation for audit
- Prepare and implement audit corrective action plans

Consultant Services

- Available 24 hours to respond to compliance questions
- Assure each Department Head adheres to protocols and DOT compliance

Compensation:

Compensation shall be based on a professional services contract to be negotiated by the County with the applicant deemed to be most advantageous.

Compensation is paid on a quarterly basis in accordance with detailed invoices submitted to the County through the County voucher process.

Fair and Open Process:

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4. Applicants who meet with the Minimum Requirements for the position as set forth below, and are willing to provide the described services for the disclosed

compensation, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

In order to be considered applicants must submit their reply to the Office of the County Purchasing Agent at 94 Market Street, Salem, New Jersey 08079 (phone # 856 935 7510 x 8401) on or before 11:00 a.m. on **Thursday, January 14, 2010**. At that time and place all proposals received shall be publicly opened and announced by the County Purchasing Agent or his/her designee.

Proposals will thereafter be received by the Salem County Board of Chosen Freeholders who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Qualification Evaluation and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the County of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the County; (v) availability to accommodate meeting and interface requirements with the County Officials for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the County; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the proposal.

The County reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the County.

The County's determination of the applicant who is most advantageous to the goals and objectives of the County, shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting.

No applicant shall influence, or attempt to influence or cause to be influenced, any County Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any County Official, Officer or employee to secure unwarranted privileges or advantages.

BUSINESS REGISTRATION (Required for all Bids)

All New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. **Bidders shall submit with their bid proof of their valid Business Registration** with the Division of Revenue, Department of the Treasury, State of New Jersey, and, if applicable, proof of the valid registration of each prime contractor. **Failure to submit this information with the bid shall be cause for automatic rejection of your bid** as per Chapter 57, P.L. of 2004, as signed on June 29, 2004. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at www.state.nj.us/treasury/revenue/taxreg.htm.

Revised Contract Language for Business Registration Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1). the contractor shall provide written notice to its subcontractors to submit proof of Business Registration to the contractor;
- 2). prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3). during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

FAILURE TO INCLUDE YOUR COPY OF YOUR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL.

OFFICIAL BID SHEET

**PROVIDING A COMPREHENSIVE DRUG AND ALCOHOL TURNKEY COMPLIANCE
MANAGEMENT PROGRAM SERVICE**

FOR THE COUNTY OF SALEM, NJ

Purchasing Agent, County of Salem, New Jersey,

The Undersigned hereby offers to contract with the County of Salem to Provide a Comprehensive Drug and Alcohol Turnkey Compliance Management Service in accordance with the Specifications dated December 28, 2009, and advertised to be opened at 11:00 AM on Thursday, January 14, 2010.

Total Annual Cost for Providing a Comprehensive Drug and Alcohol Turnkey Compliance Management Program Service:

\$ _____
(Numerical Amount)

\$ _____
(Written Amount)

Do you have any exceptions to the specifications? Yes _____ No _____. If yes, the bidder shall list all exceptions on a separate sheet and attach to the front of this Bid Document.

QUESTIONNAIRE

Please answer the following questions.

List four (4) public or private agencies for whom you have completed projects similar in scope, size, and complexity to the project herein specified. Include a contact name and telephone number.

1. _____

2. _____

3. _____

4. _____

Do you have any exceptions to the specifications? Yes _____. No _____. If yes, the respondent shall list all exceptions on a separate sheet and attach to the front of this document.

How many employees does your company presently employ? _____

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes _____. No _____. If yes, provide details here: _____

Name and telephone numbers of personnel who can be contacted if problems or emergencies arise: _____

Name and telephone number of an individual who can be contacted at all times if service information is requested: _____

CORPORATE DISCLOSURE STATEMENT

- ☐ I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.
- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship

PLEASE CHECK THE APPROPRIATE BOXES ABOVE AND SIGN BELOW.

Stockholders

Addresses

_____	_____
_____	_____
_____	_____
_____	_____

THIS STATEMENT MUST BE INCLUDED WITH YOUR PROPOSAL SUBMISSION

Subscribed and sworn before me

(Affiant)

this _____ day of _____, 200_____

(Notary Public)

(Print Name and Title)

My commission expires: _____

VENDOR INFORMATION SHEET

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business:

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number:

Facsimile Number:

CONSENT OF INSURANCE COVERAGE

WHEREAS,

as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the County of Salem, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE BE IT KNOWN THAT, if the County of Salem shall accept the bid of the Principal and the Principal shall enter into a contract with the County of Salem in accordance with the terms of such bid, we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey and who also maintains an office in the State of New Jersey.
- B. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$2,000,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- C. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- D. All policies maintained shall name the County of Salem as an additional named insured and shall provide for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation terms of such policies and we shall provide the Office of the County Counsel with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverages must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed

Before me on this _____

Day of _____,

200__.

(Authorized Signature on Behalf of the Principal)

(Bidder's Company Name)

NOTARY PUBLIC

INSURER:

(Insurer's Company Name)

My Commission expires: _____

(Authorized Signature
on Behalf of the Insurer)

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

Required for this Bid: Yes X No

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

B. Construction Contracts

(Required for this Bid: Yes _____ No X)

When required for Construction contracts, bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

Bidders are directed to read, sign, and submit the Mandatory Affirmative Action Language for Construction Contracts contained in **EXHIBIT B.**

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting

a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)
in the County of _____ and the State of _____, of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm _____
(Title or Position) (Name of Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Cumberland in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Contractor)

(N.J.S.A. 52:34-15).

Subscribed and sworn to
Before me this day _____ 200____.

(Signature of Affiant)

(Signature of Notary Public)

(Typed or Printed Name of Affiant)

My Commission expires _____
(Month, Day, Year)

STATEMENT OF AUTHORITY

RFP SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

RFP SUBMITTED BY:

(Please Print)

SIGNATURE:

TITLE: _____ DATE : _____

TELEPHONE: _____ FACSIMILE: _____

TAXPAYER IDENTIFICATION NUMBER: _____

**By submitting and signing this RFP, we certify that we
are familiar with all conditions and requirements of this RFP.**

COUNTY OF SALEM
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No addenda were received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR BID SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS BID ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR YOUR BID TO BE REJECTED. N.J.S.A. 40A:11-23.2.e.